

EXHIBIT 2



THE LAW OFFICES OF TAD D. DRAPER

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PERSONAL INJURY CONTINGENT FEE AGREEMENT

Dated: Aug. 17, 2018

The Client (name and address) Braden Tucker individually + through parents. Parents, Debra Tucker + Ted Gregory Tucker, as guardians and individually.

retains the Law Offices of Tad D. Draper P.C., Tad D. Draper, to perform the legal services mentioned in Paragraph One (1) below. The Attorney agrees to perform said services faithfully and with due diligence.

and Troy K. Walker

(1) Basis of Claim/Extent of Representation

The Claim, controversy, and other matters with reference to which the services to be performed are:

Action vs. Nebo School Dist + liable personnel
as per incidents involving child abuse of Braden
on or about 2016 through present

This representation is limited to the collection of compensation from 1) the adverse party or parties and his/her/their/its insurance companies; and 2) the Client's insurance companies as applicable; and 3) any other legally liable entities.

Client states that no other attorney has been retained to represent Client or the injured person(s) in this case.

(2) Fee is Contingent

The contingency upon which compensation is to be paid is the collection of monies due the Client arising from the claim mentioned in Paragraph (1).

(3) Amount of Fee

Attorney's fees are calculated as a percentage of the gross recovery, i.e., before payment of any outstanding medical bills and/or expenses and disbursements. The Client will pay the Attorney the percentage of any amounts collected at the rates set forth below:

- | | | |
|-----|--|---------|
| (a) | If settlement <u>prior to</u> mediation, arbitration or other alternative dispute resolution procedures (regardless of filing suit): | 33 1/3% |
| (b) | If settlement after arbitration, during mediation or other alternative dispute resolution procedures, or after trial setting | 40 % |
| (c) | If judgment by trial or award by arbitration: | 40 % |

Any potential appeal, or re-trial shall be by separate agreement. It is agreed that the Attorney has a lien upon the Client's cause of action or counterclaims to the extent of all fees and costs detailed in this Agreement.

(4) Reimbursement for Costs

In addition to the fees listed above, the client is liable to the Attorney at the conclusion of the claim for all reasonable expenses and disbursements. "Expenses and disbursements" include all expenses incurred by the Attorney in prosecution of the claim including, but not limited to, such things as: copies, postage, long-distance phone charges, courier charges, photographs, reports, investigations, experts, case related travel expenses presentation costs, court costs, etc. Authority is given to the Attorney to incur expenses and make disbursements necessary to adequately pursue the claim. If the attorney is unable to obtain a recovery for client, all reimbursements for costs will be waived.

(5) No Risk Provision

In the event, nothing is recovered in this case, **no attorney's fees shall be paid, and reimbursement for all costs shall be waived.**

(6) Termination Rights and Obligations

If the Client should terminate this agreement for any reason, other than the Attorney's negligence or inability to act, the Client agrees to pay the Attorney for services rendered in the amount of a reasonable and equitable portion of the fees as described above on a pro-rata basis and all reasonable expenses and disbursements incurred.

(7) Right to Withdraw

The Attorney may withdraw from the Client's representation, and the Client shall consent to said withdrawal if, at any time, the Client:

- (a) Insists upon presenting a claim or defense that is not warranted under existing law and cannot be supported by a good faith argument;
- (b) The case is deemed by the attorney to be fruitless or economically inadvisable. In the event of withdrawal for this reason, the Client shall not be liable to reimburse the Attorney for any time expended on the claim;
- (c) Deliberately disregards an agreement or obligation;
- (d) Fails to fully and promptly cooperate with the Attorney in any matter related to this representation; or
- (e) Fails to accept and follow the Attorney's sound legal advice.

In the event of withdrawal, the Attorney will take reasonable steps to avoid foreseeable prejudice to the rights of the Client, including giving due notice to the Client.

(8) Confidentiality

All matters discussed with the Attorney and their assistants shall be considered confidential.

(9) No Guarantees or Warranties

The Attorney agrees to handle the Client's claim as of the date above-referenced. It is understood that due to the passage of time certain claims may have been lost and the whereabouts of certain witnesses become unknown. The Attorney accepts no responsibility for the loss of such claims and the inability to locate such witnesses. It is further agreed that the Attorney has made no guarantees regarding successful termination of this matter and all expressions relative to the outcome are matters of their opinion only. In fact, in most situations, neither litigating party achieves all desires or goals.

(10) Assignment of Representation

In the event the Attorney becomes indisposed or incapacitated at any time during this representation, the representation will continue by a law firm associated with Mr. Draper. The Client will be contacted by this office to ensure the smooth transition of the case to Mr. Draper's replacement to continue representation with the Client's consent. The responsibilities, rights and obligations of this Contingency Fee Agreement will be assumed by Mr. Draper's

replacement Client shall not be required to continue with the replacement law firm, but must confirm this in writing.

(11) Entire Agreement

This contract embodies the entire agreement of the parties hereto with respect to the matters herein contained and it is agreed that the terms, conditions, and stipulations hereof shall not be modified or revoked unless by written agreement by both parties and attached hereto and made a part hereof.

FURTHER, THE CLIENT ACKNOWLEDGES THAT IN ADDITION TO HAVING READ THIS AGREEMENT IN ITS ENTIRETY, THE UNDERSIGNED ATTORNEY HAS ANSWERED ANY QUESTIONS CONCERNING THE AGREEMENT RAISED BY THE CLIENT, AND THE CLIENT UNDERSTANDS THE AGREEMENT AND CONSIDERS IT TO BE FAIR AND REASONABLE.

Signed and delivered to client personally this 17th day of Aug, 2018

Ida Gregory Tucker
Client

Rebba Ann Tucker
Client

[Signature]
Attorney